**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

HANGZHOU CHIC INTELLIGENT TECHNOLOGY CO. and UNICORN GLOBAL, INC.,	))))	
Plaintiffs,	))	Case No. 20-cv-4806
v.	))	Judge Thomas M. Durkin
	)	Magistrate Judge Jeffrey Cole
THE PARTNERSHIPS AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE A,	))))	
Defendants.	))	

**DECLARATION OF JING CUI
IN SUPPORT OF MOTION TO SHOW CAUSE**

I, Jing Cui declare as follows:

1.   I have personal knowledge of the following facts and if called as a witness, could and would testify as follows:

2.   Hangzhou Chic Intelligent Technology Co. ("Chic") is a high-tech company that manufactures and licenses hoverboard products for sale in the United States and throughout the world. Chic owns U.S. Design Patent Nos. D737,723 ("the 'D723 patent"), D738,256 ("the 'D256 patent"), D785,112 ("the 'D112 patent"), and D784,195 ("the 'D195 patent") (collectively, "Patents-in-Suit").

3.   Unicorn Global, Inc. ("Unicorn") is a corporation organized under the laws of California, having its principal place of business in Ontario, California.

4.   Unicorn is the exclusive U.S. distributor of products covered by Chic's patents, including those covered by the Patents-in-suit, and has its own brands selling products covered by the Patents-in-suit.

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5.   I am the vice president of Unicorn.

6.   In this role, I am familiar with Unicorn's practices of listing products for sale on Amazon.com. Therefore, I am familiar with managing sales on Amazon.com and Amazon's Seller Central Platform.

7.   In selling products on Amazon.com, the first step is to associate a product with an Amazon Standard Identification Number, or ASIN.

8.   There are two ways to do so: one is to create a brand new and unique ASIN after the ASIN identifying that particular product does not already exist. The second way is to use an existing ASIN. Typically, the brand owner or licensee of the brand owner can create ASIN.

9.   In particular, Amazon limits how non-brand user can create ASIN as specified in Exhibit 1 (emphasis added):

> To protect the customer shopping experience, we limit the creation of new ASINs for a brand enrolled in Brand Registry, **by sellers who are not associated with the brand owner**.
> If you encounter the following error message, it is because you are not associated with the brand owner and therefore restricted from creating new ASINs for the brand. **You may still seek approval to create the new ASIN if you can show that it is an authentic product of the brand, for which no ASIN exists yet. Providing all the necessary information on the first contact will reduce the time it will take for your request to be reviewed**.

10.   Further, the merchant who created the ASIN may choose to disable or remove the webpage or description of the product associated with the ASIN from its store. Without removing the product webpage, this would continue to enable any of the tag-along merchant to sell the same item. In other words, while only Amazon.com is able to delete the ASIN from its database once it is created, if the product webpage or the "listing" is disabled or removed, no merchant can sell the product to which the ASIN refers.

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11. Furthermore, when selling on Amazon.com, a merchant can either choose to use Amazon.com's warehouse to stock the inventory—also known as "Fulfilled by Amazon" program or also known as "FBA"—or finds its own warehouse to store and stock its products. If a merchant uses the Amazon.com's warehouse, Amazon.com will show "Fulfilled by Amazon," after the indication "Ship from" on the listing, as highlighted in the red box in the screenshot below (also shown as Exhibit 2):
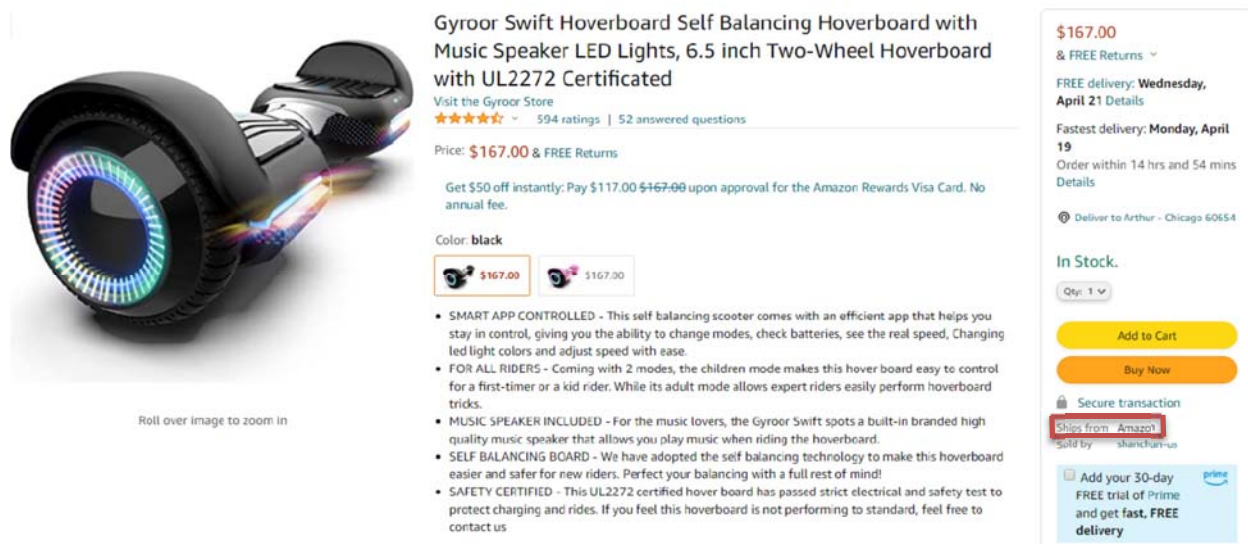
12. Otherwise, the Amazon.com listing will indicate the entity, usually the merchant store name, for the "Ship from" information as well, as highlighted by the screenshot below (see also Exhibit 3):

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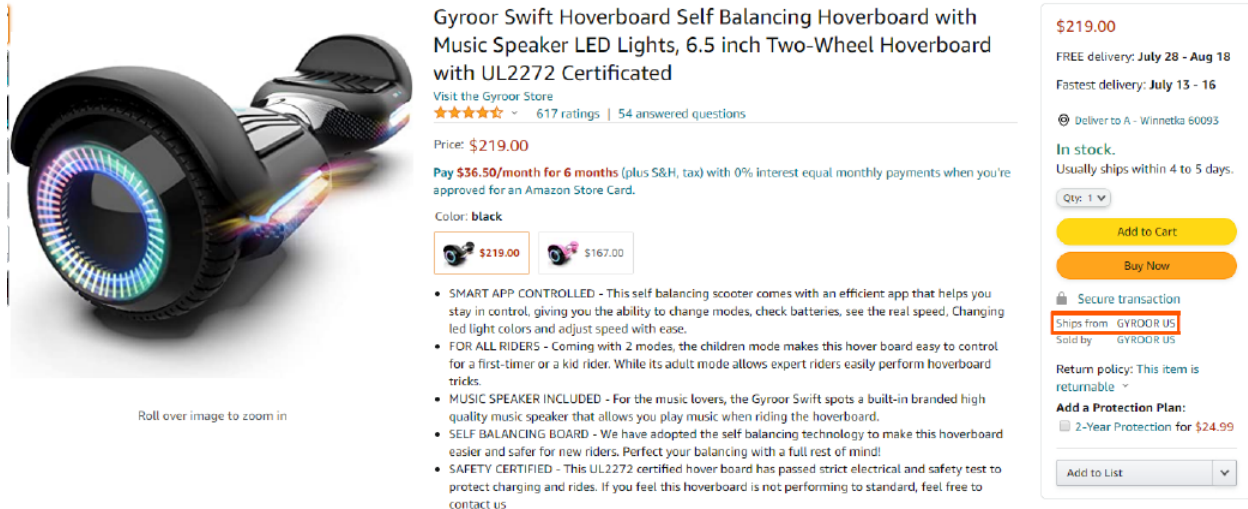
13.   Therefore, the "Ship from" entity is either Amazon.com or the merchant store itself. If there is any other entity whose name is indicated on the shipping label, one can assume that entity is working in concert with or is affiliated with under the listing of the product.

14.   In addition, if a merchant wishes to remove inventory from Amazon.com's warehouse or no longer wishes to participate in the FBA program, Amazon.com would charge FBA removal order fees before releasing the inventory to the merchant. Exhibit 4 is a true and accurate reproduction of web capture showing Amazon.com's FBA program and charges associated with order removal from the FBA program.

15.   Amazon.com will charge the FBA removal order fees to the merchant against the merchant's store account, which will further reduce the balance of the merchant's store account.

16.   Moreover, each Amazon.com online merchant may purchase advertisement to promote its product(s). Each merchant can choose how to pay Amazon.com for the advertisement purchased. For example, each merchant has an administrative portal with Amazon.com known as "Amazon Seller Central." There is a "Default Payment Method" setting within "Advertising: Campaign Manager: Billing and Payment." The merchant chooses to have the advertising cost be deducted from the "Amazon Seller Account," or by a credit card. See also the screenshot below:

17.   When Amazon.com charges the advertising expenses against the merchant's store account, the balance of the merchant's store account will further be reduced.

I declare under penalty of perjury under the laws of the United States of America that the foregoing are true and correct.

Date: July 12, 2021

   at Shenzhen, Guangdong, China   Jing Cui

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